

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM168648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		12/07/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Vanda Pharmaceuticals Inc.		
Street Address:	2200 Pennsylvania Ave. NW		
Internal Address:	Suite 300E		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6616772	MORE TO MS	
Registration Number:	6486862		
Registration Number:	6456622	PONVORY	
Serial Number:	97227260	READY FOR WHAT MAY BE NEXT	
Serial Number:	97227257	READY FOR WHAT'S NEXT	
Serial Number:	90492201	THE POWER TO DO MORE	
CORRESPONDENCE DATA			
Fax Number:	5184490047		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5184490044		
Email:	ptcommunications@hoffmanwarnick.com,jtorelli@hoffmanwarnick.com		
Correspondent Name:	Ms. Jayme M Torelli		
Address Line 1:	Hoffman Warnick LLC		
Address Line 2:	540 Broadway, 4th Floor		
Address Line 4:	Albany, NEW YORK 12207		
ATTORNEY DOCKET NUMBER:	VAND-0291		
NAME OF SUBMITTER:	Jayme Torelli		
SIGNATURE:	Jayme Torelli		

OP \$165.00.00 90340242

DATE SIGNED:

03/04/2024

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made effective as of December 7, 2023 (“Effective Date”), by and between Actelion Pharmaceuticals Ltd., a limited liability company organized under the laws of Switzerland (“Seller”) and the Affiliates of Seller signatory hereto (collectively with Seller, the “Assignors”), Vanda Pharmaceuticals Inc., a Delaware corporation (“Assignee”). Assignors and Assignee are referred to herein collectively as the “Parties” and each individually as a “Party.” All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to such terms in the Asset Purchase Agreement.

WHEREAS, Seller and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which Assignee is acquiring certain assets of the Business;

WHEREAS, Assignors are the owner of certain Trademarks included in the Purchased Assets, as set forth on Schedule A attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignors desire to sell, convey, assign and transfer all rights, titles, and interests in, to, and under the Assigned Trademarks to Assignee, and Assignee desires to purchase, acquire and accept, all rights, titles and interests in, to, and under the Assigned Trademarks in accordance with the terms of this Assignment.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

Assignors hereby absolutely and irrevocably sell, convey, assign and transfer to Assignee (and to Assignee’s nominated representatives, successors and assigns), free and clear of all Liens, all rights, titles, and interests in, to, and under the Assigned Trademarks, and all of the goodwill of the business symbolized or associated with the Assigned Trademarks, including:

(1) All registrations and applications for the Assigned Trademarks in the United States and Canada, and any rights to file applications and registrations in the United States and Canada for the Assigned Trademarks for which an application to register has not yet been filed, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s nominated representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, including, without limitation, the right to apply for and maintain any applications, registrations, extensions or renewals therefor.

(2) All unregistered common-law rights associated with the Assigned Trademarks in the United States and Canada.

(3) All causes of action, whether at law or in equity, for infringement, dilution, or other violation of the Assigned Trademarks in the United States and Canada, against any third party, all rights to recover and retain damages, profits, financial remedies and injunctive relief for all past, present or future infringement, misuse, dilution, or other violation of the Assigned Trademarks, and any goodwill of the Business associated with and symbolized by the Assigned Trademarks.

(4) All other benefits, privileges, causes of action, and remedies arising out of or relating to the Assigned Trademarks or the exploitation thereof.

After the Closing Date, Assignors agree to make no further use of the Assigned Trademarks anywhere in the world or any other trademarks confusingly similar thereto in the U.S. and Canada, except as may be expressly authorized by the Parties in the Asset Purchase Agreement, the Transitional Business License Agreement, or otherwise in writing, and Assignors agree not to challenge Assignee's use or ownership, or the validity of the Assigned Trademarks.

Upon Assignee's request, Assignors shall, or shall use commercially reasonable endeavors to cause any necessary third party (in each case for no further consideration) to, execute, acknowledge and deliver any further papers (including, without limitation, assignments, affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney, transfers, consents, assumptions and other documents and instruments) and take such other commercially reasonable actions as may be necessary or reasonably requested by Assignee to effectively assign, convey or transfer to or vest in the Assignee and/or its nominated representatives, designees the Assigned Trademarks, or that may be necessary to obtain, renew, issue or enforce the Assigned Trademarks, in accordance with and subject to the limits of the Asset Purchase Agreement.

If, during the six (6) month period following the Closing Date, a third party initiates any proceeding challenging the validity of any of the Assigned Trademarks or opposing the registration of a pending application included in the Assigned Trademarks, Assignor shall provide such assistance to Assignee as reasonably requested in order to defend the Assigned Trademarks, in each case without charge but at Assignee's sole cost an expense.

Assignor hereby authorize the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record a confirmatory assignment of this Assignment. In jurisdictions where a confirmatory assignment is unacceptable this Assignment may be recorded. As may be reasonably requested by Assignee, Assignor shall execute, or shall use reasonable efforts to have executed by the owner of record, any and all registrations, applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary to perfect such right, benefit, title, and interest in Assignee.

This Assignment shall be effective as of the Closing Date.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same assignment, it being understood that both Parties need not sign the same counterpart. This Assignment, following its execution,

may be delivered via .pdf or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law, principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

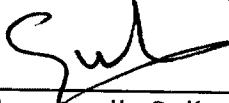
This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede, and prevail.

This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed or caused this Assignment to be executed as of the Effective Date.

ACTELION PHARMACEUTICALS LTD.

By: 
Name: Emmanuelle Quiles
Title: President of the Board of Directors

By: _____
Name: Emanuele Pozzoni
Title: Member of Administrative Board

JOHNSON & JOHNSON


By: _____
Name: Cheryl L. Foytlin
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has executed or caused this Assignment to be executed as of the Effective Date.

ACTELION PHARMACEUTICALS LTD.

By: _____
Name: Emmanuelle Quiles
Title: President of the Board of Directors

By:  _____
Name: Emanuele Pozzoni
Title: Member of Administrative Board

JOHNSON & JOHNSON

By: _____
Name: Cheryl L. Foytlin
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has executed or caused this Assignment to be executed as of the Effective Date.

ACTELION PHARMACEUTICALS LTD.

By: _____
Name: Emmanuelle Quiles
Title: President of the Board of Directors

By: _____
Name: Emanuele Pozzoni
Title: Member of Administrative Board

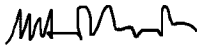
JOHNSON & JOHNSON

By: Cheryl L. Foytlin
Name: Cheryl L. Foytlin
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]


IN WITNESS WHEREOF, Assignee has executed or caused this Assignment to be executed as of the Effective Date.

VANDA PHARMACEUTICALS INC.

By: 

Name: Mihael H. Polymeropoulos, MD
Title: Chairman & CEO

TRADEMARKS

Trademark	Country	Filing Number	Registration Number	Last Renewal Number	Registrant
MORE TO MS	Canada	2105989	--	--	Johnson & Johnson
MORE TO MS	United States of America	90340242	6616772	--	Johnson & Johnson
PONESIMOD LOGO	Canada	2089428	TMA1184935	--	Johnson & Johnson
 PONESIMOD LOGO	United States of America	88535954	6486862	--	Johnson & Johnson
PONVORY	Canada	2000273	TMA1139441	--	Johnson & Johnson
PONVORY	United States of America	88722487	6456622	--	Johnson & Johnson
READY FOR WHAT MAY BE NEXT	United States of America	97/227260	--	--	Johnson & Johnson
READY FOR WHAT'S NEXT	Canada	2163585	--	--	Johnson & Johnson
READY FOR WHAT'S NEXT	United States of America	97/227257	--	--	Johnson & Johnson
THE POWER TO DO MORE	United States of America	90/492201	--	--	Johnson & Johnson